BHADRAVATI DIVISION.

Notification dated 5th April 1980.

It is hereby notified for general information that the exclusive right of collecting Thangadi (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests up to 30th June 1981, in the undermentioned Taluk will be re-sold taluk-war, hobliwar, firkawar, or in smaller units as the case may be, by public auction in the Taluk Office at Chikmagalur on Wednesday the 30th April 1980, by the Deputy Commissioner, Kadur District, or the Assistant Commissioner, who may be deputed by him with the help of the District Forest Officer, Bhadravati Division :—

Name of Taluk or Sub-Taluk	Date	Time	Place of sale
Narasimharajapura Sub-Taluk ...	30th April 1980	2 P.M. ...	Taluk Office, Chikmagalur.

Remarks:—Includes produce on all Government Unoccupied Lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B:—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the taluk in which he resides in the form prescribed by Government, in regard to *his solvency and its extent* and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must, except under unavoidable circumstances be in the form of cash or currency notes.

5. The highest bidder shall deliver *his solvency certificate* to the officer conducting the sale. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Conservator of Forests who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The highest bidder shall immediately after the close of the sale, credit into the Government Treasury, one-quarter *of the total sale amount* including the deposit already made together with local, railway and other cesses, if any *on the full lease amount* at the rates prevailing in the District. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in

10. The balance of the sale amount shall be paid in two equal instalments at intervals of two months as follows:—

1st instalment (one-half) on or before 1st June 1930.

2nd do (2nd-half) on the 1st August 1930 or the next working day if 1st August 1930 is a General Holiday.

In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 75 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are—

(a) The lessee shall hold himself, responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(b) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(c) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(d) The barked wood shall be the property of the lessee.

(e) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(f) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a ranger having jurisdiction within the area referring to the lease, and Officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(g) The lessee shall render every month to the District Forest Officer in the prescribed form an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(h) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—(1) Forest forms approved in Government Order No. G. 6119-21—Ft. 173-28-2, dated 20th November 1928, shall be used.

(2) Unused licenses and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(i) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(j) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1931; all bark collected and stored under the terms of this lease.

(k) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(l) No collection of the bark will be permitted in the State Forests, during the fire season, *i.e.*, from the 15th February to end of April of each year.

(m) The lessee or sub-lessee shall not interfere with the recognised rights of inamdars [illegible] shall hold himself responsible for the acts of his agents